

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA  
EASTERN DIVISION**

**MEREDITH CHADWICH RAY and PHILIP  
RAY,** )

**Plaintiffs,** )

**v.** )

**FORD MOTOR COMPANY, PONTIAC COIL,  
INC.; VISTEON CORPORATION, et al.,** )

**Defendants.** )

**CIVIL ACTION NO. 3:07-CV-175**

**SUPPLEMENTAL BRIEF IN SUPPORT OF MOTION TO DISMISS**

**COMES NOW**, Pontiac Coil, Inc., a Defendant in the above styled case, and hereby files the following supplemental brief in support of its motion to dismiss for lack of personal jurisdiction as ordered by the Trial Court:

**I. Introduction**

Pontiac Coil filed the present motion to dismiss for lack of personal jurisdiction on November 26, 2007. Pontiac Coil's motion is predicated on the fact that it has no connections or contacts with the State of Alabama and that the sole basis for jurisdiction in this case relies upon a "stream of commerce" theory based upon the fact that the solenoid manufactured by Pontiac Coil passed through intermediary suppliers and eventually was incorporated by Ford Motor Company into the vehicle being used by Meredith Ray at the time of the accident at issue in this case. There is no dispute that Pontiac Coil manufactured a solenoid which was sold to Admiral Toll & Manufacturing Company of Michigan (Admiral). Admiral then incorporated the solenoid into an automotive component and sold that component to Visteon Corporation. Visteon then

sold a component to Ford, which manufactured the vehicle involved in the accident at issue. Pontiac Coil has no other connection to the State of Alabama.

In their opposition to Pontiac Coil's motion to dismiss, Plaintiffs requested leave to conduct discovery on the issue of personal jurisdiction. On February 29, 2008, Plaintiffs conducted the deposition of Mr. Kenneth George, a corporate representative of Pontiac Coil made available to Plaintiffs to address any questions concerning Pontiac Coil's personal jurisdiction in the State of Alabama.<sup>1</sup> During his deposition, Mr. George testified that Pontiac Coil has no contacts or connections with the State of Alabama. Mr. George's deposition testimony is entirely consistent with the Affidavit of Mike Gidley, which was submitted to the Court on December 19, 2007, as an exhibit to Pontiac Coil's brief and memorandum in support of its motion to dismiss. There is, therefore, no additional evidence of any contacts between Pontiac Coil and Alabama.<sup>2</sup> Plaintiffs argue in their brief that Pontiac Coil is involved in warranty work after the manufacture and sale of solenoids to Admiral. Mr. George testified, however, that any involvement on the part of Pontiac Coil regarding warranty claims would only have occurred through Admiral, the entity that Pontiac Coil sells solenoids to. (George Deposition at p. 48). This fact does not provide any evidence of any connections or contacts between Pontiac Coil and the State of Alabama. The other evidence cited by Plaintiffs likewise does not provide any linkage or connection between Pontiac Coil and the State of Alabama.

On March 17, 2008, Plaintiffs requested additional time in order to take another deposition in their effort to demonstrate contacts between Pontiac Coil and the State of

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<sup>1</sup> A copy of Mr. George's deposition testimony is attached hereto as Exhibit "1".

<sup>2</sup> The parties conducted an inspection of the subject vehicle on March 14, 2008, and confirmed that the solenoid was manufactured by Pontiac Coi.

Alabama.<sup>3</sup> On April 23, 2008, Plaintiffs deposed Mr. Jack Corley. Although the parties have not yet received the transcript of that deposition, Mr. Corley's testimony demonstrated that there are absolutely no connections between Pontiac Coil and the State of Alabama. Pontiac Coil anticipates that Plaintiffs will contend that Pontiac Coil produces are used by Honda and that Pontiac Coil thereby has a connection with Alabama. However, Mr. Corley testified that Pontiac Coil deals with third party suppliers located outside of Alabama. There is no evidence that Pontiac Coil has any dealings directly with Honda or within Alabama.

## **II. Argument**

The evidence in this case firmly establishes that Pontiac Coil has no contacts or connections with the State of Alabama. As addressed in Mr. Gidley's Affidavit, Kenneth George's deposition, and now Jack Corley's deposition, Pontiac Coil does not advertise in the State of Alabama, have any employees, agents, accounts, or customers in the State of Alabama, has no facilities located in the State of Alabama, and does not conduct any business in the State of Alabama. Plaintiffs' position in this matter relies upon the proposition that by merely placing a product in the "stream of commerce" which then passed through two intermediate suppliers<sup>4</sup> and which was eventually sold by defendant Visteon to Ford Motor Company and incorporated by Ford Motor Company into the subject vehicle, Pontiac Coil is subject to personal jurisdiction in the State of Alabama.

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<sup>3</sup> The Court granted Plaintiffs leave to take two depositions, Mr. Jack Corley and a representative of Turner Associates. Neither of these individuals is employed by or under the control of Pontiac Coil. Nevertheless, Mr. Corley was made available for deposition. Turner Associates, however, indicated that they were not willing to provide a deposition without being ordered to do so by the Court.

<sup>4</sup> During his deposition, Mr. George testified that Pontiac Coil sells solenoids to a company known as Admiral Tool & Manufacturing, and that Admiral supplies products to Visteon who, in turn, supplies products to Ford. (George Deposition, pp. 18-19).

In Worldwide Volkswagen Corporation v. Woodson, the United States Supreme Court held that “The Due Process Clause, by insuring the ‘orderly administration of the laws,’ (International Shoe Company v. Washington, 326 U.S. at 319, 66 S. Ct. at 159) gives a degree of predictability to the legal system that allows potential defendants to structure their primary conduct with some minimum assurance as to where that conduct will and will not render them liable to suit.” 100 S. Ct. 559, 567 (emphasis added). “The requirement for purposeful minimum contacts helps insure that nonresidents have a fair warning that a particular activity may subject them to litigation within the forum.” Beverly Hills Fan Company v. Royal Sovereign Corp., 21 F.3d 1558, 1565 (Fed. Cir. 1994); In re Farmland Industries, Inc. v. PCS, 2007 WL 1018367 (M.D. Fla. 2007). Accordingly, in analyzing the question of personal jurisdiction, the Due Process Clause requires that defendants be afforded an opportunity to structure their conduct so as to be able to reasonably predict where they will be subject to suit.

The United States Supreme Court most recently addressed the issue of personal jurisdiction in Asahi Metal Industry Company, Ltd. v. Superior Court of California, Solano County, 107 S. Ct. 1026 (1987). Unfortunately, the Asahi case resulted in no majority opinion and three plurality opinions. The Eleventh Circuit addressed the issue of personal jurisdiction subsequent to Asahi in the case of Morris v. SSE, Inc., 843 F.2d 489 (11<sup>th</sup> Cir. 1988). In Morris, the Eleventh Circuit analyzed the three tests that resulted from the Asahi opinion, known as the O’Connor test, the Stevens test, and the Brennan test. Id. at 492 - 493. In Morris, the Eleventh Circuit recognized that the Brennan test “is the broadest of the three minimum contacts” tests put forth in Asahi. Id. at 493.

Plaintiff in Morris filed a wrongful death action against SSE, Inc. that arose out of a parachuting accident in Alabama. Id. at 490. The parachute which was being used by the

decendent included an automatic activation device bearing Serial Number 8004 which was designed and manufactured by SSE, a Pennsylvania corporation headquartered in New Jersey. Id. SSE filed a motion to dismiss for lack of personal jurisdiction contending that it had insufficient contacts with the State of Alabama to justify the imposition of personal jurisdiction.

After considering each of the three tests set forth in Asahi, the Eleventh Circuit held that the assertion of personal jurisdiction complied “with the O’Connor test announced in Asahi”. Id. at 493.<sup>5</sup> The Eleventh Circuit in Morris held that the defendant was subject to personal jurisdiction because it placed products into the stream of commerce and “several aspects of SSE’s activities constitute additional conduct” indicative of an intent or purpose to serve the Alabama market. Id. at 494. Specifically, the Court held that SSE repaired the very automatic activation device that failed at the request of an Alabama company. In addition, the Eleventh Circuit found that there was a reasonable inference that SSE advertised within Alabama. Id. The Eleventh Circuit did not address the question of whether or not the facts satisfied personal jurisdiction under the test articulated by Justice Brennan. As mentioned above, Justice Brennan’s test is the broadest test for personal jurisdiction.<sup>6</sup> Had the Eleventh Circuit chosen to adopt the test articulated by Justice Brennan, there would have been no need for it to address whether or not the facts satisfied personal jurisdiction under the much stricter standard articulated by Justice O’Connor.

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<sup>5</sup> The Eleventh Circuit also found that the product at issue fell within Justice Stevens’ category of being a “hazardous product.” Id. at 494. The Court also held, however, that the facts of the case did not meet the other Stevens factors and did not make any conclusion that personal jurisdiction met or failed to meet the Stevens test. Id.

<sup>6</sup> According to Justice Brennan, personal jurisdiction exists “as long as the participant in this process is aware that the final product is being marketed in the forum state.” Id. at 493.

Subsequent to the Eleventh Circuit's decision in Morris, courts have addressed the question of whether personal jurisdiction exists under a stream of commerce theory. In In re Farmland Industries, the court held that "the placement of a product into the stream of commerce, without more, is not an act of the defendant purposefully directed toward the forum state." 2007 WL 1018367 at \*12 (M.D. Fla. March 20, 2007). Citing Asahi, the court held that "a defendant's awareness that the stream of commerce may or will sweep the product into the forum State does not convert the mere act of placing the product into the stream into an act purposefully directed toward the forum State". Id. The court reached the same conclusion in Nida Corp. v. Nida, 118 F. Supp. 2d 1223, 1229 (M.D. Fla. 2000). In Nida, the court again held that the placement of a product into the stream of commerce does not establish personal jurisdiction even if the defendant knows that commerce will sweep the product into the forum State, and that additional conduct of the defendant is necessary. Id. This additional conduct allows a party to structure its activities such that it can anticipate where it may be subject to personal jurisdiction.

Plaintiffs' reliance on the recent case of Pitts ex rel. Pitts v. Seneca Sports, Inc., 321 F. Supp. 2d 1353 (D.C. Ga. 2004) is misplaced. In Pitts, the district court held that the defendant tent manufacturing company "distributed its tents nationally and thus is chargeable with knowledge that some would ultimately be sold by George Kmart stores." Id. at 1357. Pitts is very different from the facts in this case due to the fact that Pontiac Coil does not distribute its products nationwide. Rather, the evidence establishes that Pontiac Coil sold solenoids to Admiral which were inevitably incorporated into a Ford product.

Application of the O'Connor test in this case is particularly compelling in light of Pontiac Coil's business. As discussed above, Pontiac Coil simply supplies solenoids to Admiral which in

turn supplies parts to Visteon which are then sold to Ford Motor Company and incorporated into Ford's products. If the Brennan test were to apply in this case, Pontiac Coil would effectively be subject to personal jurisdiction in every state in the Union, despite the fact that Pontiac Coil is two steps removed from Ford and, in the case of Alabama, has no connections with the State.<sup>7</sup> In effect, companies far removed from a company such as Ford would find themselves subject to being sued in each and every state based not upon their own acts and conduct, but rather, the conduct of an entirely separate company. This would, in effect, deny Pontiac Coil the ability to structure its conduct and thereby predict where it may be subject to suit.

The jurisdictional test articulated by Justice O'Connor at least requires the defendant to have made some purposeful availment or contact within the forum state and thereby at least afford a potential defendant the opportunity to regulate its own conduct in such a manner as to be able to reasonably predict where it may be subject to a lawsuit. Under Justice Brennan's analysis, Pontiac Coil would have no such opportunity other than to simply cease making this product. Justice Brennan's analysis could be appropriate in other circumstances. For instance, where a party designs a product for a specific market, or designs a product to comply with specific state law or regulations. However, these circumstances must allow a party to structure its activities such that it has some predictability regarding where it may be subject to suit. Application of Justice Brennan's test to the circumstances of this case would deny Pontiac Coil this due process right. In this case, Pontiac Coil has not engaged in any conduct, other than the act of placing solenoids into the stream of commerce, from which it could predict that it could be subject to suit in Alabama.

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<sup>7</sup> The Brennan test could be a more appropriate test in other circumstances where the facts allowed the defendant the opportunity to structure its conduct such that it could reasonably predict where it could be subject to suit, for instance, where the party designed a product for a particular market.

Under the facts in this case, application of Justice O'Connor's test affords Pontiac Coil the opportunity to structure its primary conduct whereas the Brennan analysis does not. Accordingly, application of the O'Connor test is particularly applicable to the facts in this case. Plaintiffs cannot establish sufficient additional contacts outside of the mere stream of commerce to establish personal jurisdiction over Pontiac Coil in this matter.

### **III. Conclusion**

The Eleventh Circuit has applied the test articulated by Justice O'Connor in Asahi in a factual context very similar to the one presented in this case. Under the O'Connor analysis, Pontiac Coil does not have sufficient contacts with the State of Alabama to justify personal jurisdiction.<sup>8</sup> The Due Process Clause of the United States Constitution requires that Pontiac Coil have the opportunity and ability to regulate its own conduct with some assurance as to where its conduct will render them liable to suit. Application of the O'Connor test to the facts in this case affords Pontiac Coil this opportunity while the Brennan test does not. Under the application of the O'Connor test, personal jurisdiction does not exist in Alabama over Pontiac Coil and Pontiac Coil's motion to dismiss is due to be granted.

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<sup>8</sup> There is also no evidence to satisfy the test articulated by Justice Stevens should the Court determine it applies to this case. There is no evidence that driving is a hazardous activity, that solenoids are dangerous or evidence as to the value and volume of the goods introduced in the stream of commerce and connected to the State of Alabama.



Respectfully submitted,

s/Geoffrey S. Bald

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Geoffrey S. Bald ASB-0768-D46G

Attorneys for Defendant

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**CERTIFICATE OF SERVICE**

I hereby certify that I have served a copy of the foregoing document by Notice of Electronic Filing, or, if the party served does not participate in Notice of Electronic Filing, by U.S. First Class Mail, hand delivery, fax or email on this the 1<sup>st</sup> day of May, 2008:

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s/Geoffrey S. Bald  
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Page 1

1 IN THE UNITED STATES DISTRICT COURT  
2 FOR THE MIDDLE DISTRICT OF ALABAMA  
3 EASTERN DIVISION  
4

5 CASE NUMBER: 3:07-CV-175  
6

COPY

7 MEREDITH RAY and PHILLIP RAY,  
8 Plaintiffs,  
9

10 vs.  
11

12 FORD MOTOR COMPANY, et al.,  
13 Defendants.  
14

15  
16 DEPOSITION TESTIMONY OF:  
17 KENNETH GEORGE  
18

19  
20 S T I P U L A T I O N S

21 IT IS STIPULATED AND AGREED by and  
22 between the parties through their  
23 respective counsel that the deposition of

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Page 2

1 KENNETH GEORGE may be taken before Bridget  
2 McClain, a Court Reporter and Notary Public  
3 for the State at Large, at the offices of  
4 Burr & Forman, 3400 Wachovia Tower, 420  
5 20th Street North, Birmingham, Alabama, on  
6 the 29th day of February, 2008, commencing  
7 at approximately 9:05 a.m.

8 IT IS FURTHER STIPULATED AND AGREED  
9 that the signature to and the reading of  
10 the deposition by the witness not is  
11 waived, the deposition to have the same  
12 force and effect as if full compliance had  
13 been had with all laws and rules of Court  
14 relating to the taking of the depositions.

15 IT IS FURTHER STIPULATED AND AGREED  
16 that it shall not be necessary for any  
17 objections to be made by counsel to any  
18 questions except as to form or leading  
19 questions and that counsel for the parties  
20 may make objections and assign grounds at  
21 the time of trial or at the time said  
22 deposition is offered in evidence, or prior  
23 thereto.

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1           In accordance with Rule 5(d) of the  
2   Alabama Rules of Civil Procedure, as  
3   amended, effective May 15, 1998, I, Bridget  
4   McClain, am hereby delivering to D. Michael  
5   Andrews, Esq., the original transcript of  
6   the oral testimony taken the 29th day of  
7   February, 2008, along with exhibits.

8           Please be advised that this is the  
9   same and not retained by the Court  
10   Reporter, nor filed with the Court.

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1 I N D E X

2

3 EXAMINATION BY: PAGE NO.

4 Mr. Andrews 9

5 62

6 Mr. Bald 57

7 66

8

9 E X H I B I T S

10

11 FOR THE PLAINTIFFS:

12 1 - (website page) 62

13

14

15

16 FOR THE DEFENDANT:

17 (None offered.)

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19

20

21

22

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1 A P P E A R A N C E S

2

3 PRESENT FOR THE PLAINTIFFS:

4 D. Michael Andrews

5 BEASLEY, ALLEN, CROW, METHVIN, PORTIS &

6 MILES

7 218 Commerce Street

8 Montgomery, AL 36104

9

10

11 PRESENT FOR THE DEFENDANT, VISTEON:

12 Irene E. Blomemkamp

13 ATTORNEY AT LAW

14 1707 29th Court South

15 Birmingham, AL 35209

16

17 FOR THE DEFENDANT, FORD:

18 Bradley J. McGiboney

19 Huie, Fernambucq & Stewart

20 Three Protective Center

21 2801 Highway 280 South

22 Suite 200

23 Birmingham, AL 35223

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1 FOR THE DEFENDANT, PONTIAC COIL:

2 Geoffrey S. Bald

3 Burr & Forman

4 3400 Wachovia Tower

5 420 20th Street North

6 Birmingham, AL 35203

7

8 ALSO PRESENT:

9 Kyle McKinnon-videographer

10

11

12

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1           I, Bridget McClain, a Court Reporter  
2           and Notary Public, State of Alabama at  
3           Large, acting as Commissioner, certify that  
4           on this date, pursuant to the Alabama Rules  
5           of Civil Procedure, and the foregoing  
6           stipulation of counsel, there came before  
7           me at the offices of Burr & Forman, 3400  
8           Wachovia Tower, 420 20th Street North,  
9           Birmingham, Alabama, commencing at  
10          approximately 9:05 a.m., on the 29th day of  
11          February, 2008, KENNETH GEORGE, witness in  
12          the above cause, for oral examination,  
13          whereupon the following proceedings were  
14          had:

15  
16                   THE VIDEOGRAPHER:   Here begins  
17           videotape number one in the deposition of  
18           Ken George in the matter of Meredith Ray  
19           and Phillip Ray versus Ford Motor Company,  
20           et al.   This -- it's Case Number  
21           3:07-CV-175.

22                   We're on the record at 9:05 a.m.  
23           on February 29th, 2008.   This deposition is

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1 taking place at the offices of Burr &  
2 Forman, located at 3400 Wachovia Tower, 420  
3 20th Street North, Birmingham, Alabama,  
4 35203. The court reporter is Bridget  
5 McClain, and the videographer is Kyle  
6 McKinnon.

7 Would counsel please identify  
8 yourselves and state whom you represent?

9 MR. ANDREWS: Mike Andrews,  
10 counsel for the Plaintiffs.

11 MR. BALD: Geoff Bald, counsel  
12 for Pontiac Coil.

13 MS. BLOMENKAMP: Irene Blomenkamp  
14 counsel for Visteon.

15 MR. MCGIBONEY: Brad McGiboney,  
16 counsel for Ford Motor Company.

17 THE VIDEOGRAPHER: All right.  
18 Would the court reporter please swear in  
19 the witness?

20

21 KENNETH GEORGE

22 was sworn (affirmed) testified as follows:

23

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1 COURT REPORTER: Usual  
2 stipulations?

3 MR. ANDREWS: That's fine.

4 MR. BALD: Read and sign.

5

6 EXAMINATION BY MR. ANDREWS:

7 Q. State your name for the record,  
8 please.

9 A. Kenneth George.

10 Q. Mr. George, you and I just met  
11 for the first time a few moments ago. My  
12 name is Mike Andrews. I represent the  
13 Plaintiffs in this case. I'm going to ask  
14 you a series of questions. I assume you've  
15 given a deposition before?

16 A. Yes, I have.

17 Q. Okay. Just so we're clear on the  
18 ground rules, if I ask you something you  
19 don't understand for whatever reason, let  
20 me know.

21 A. Okay.

22 Q. I'll try to clear it up. Anytime  
23 you want to take a break -- we may not go

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1 long enough that you'll need one, but if  
2 you do, just say the word, okay?

3 A. Okay.

4 Q. All right. To kind of go back  
5 and cover what -- a little bit of what I  
6 just said, have you given a deposition  
7 before?

8 A. I have on a personal level, in a  
9 divorce proceeding, but not in a -- from a  
10 business standpoint, I've never.

11 Q. Okay. How long ago did you give  
12 a personal deposition?

13 A. About two months ago.

14 Q. Okay. You are employed where  
15 today?

16 A. Pontiac Coil, located 5800 Moody  
17 Drive in Clarkston, Michigan.

18 Q. All right. And what is your  
19 capacity with Pontiac Coil?

20 A. I'm director of global program  
21 development.

22 Q. What does that mean?

23 A. I oversee our global -- we have a

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1 -- we have a facility in Nottingham,  
2 England. We have a facility in Searcy,  
3 Arkansas, and our headquarters in  
4 Clarkston. And I oversee all of our -- our  
5 operations in both those offsite locations  
6 and coordinate any new customer development  
7 programs within all three sites.

8 Q. When you say you oversee those  
9 operations, does that mean you're in charge  
10 of engineering and product development?

11 A. Our primary engineering is at our  
12 Clarkston facility. The other two offsites  
13 do not have engineering, so more on the  
14 manufacturing side for the other two  
15 facilities.

16 Q. All right.

17 A. So --

18 Q. Would you deal with suppliers?

19 A. I deal with suppliers, yes.

20 Q. In terms of a -- I guess a  
21 corporate hierarchy, give me a breakdown.

22 A. I report to the owner of the  
23 company, and I have a managing director at

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1 my Nottingham facility that reports to me,  
2 and I have a plant manager at the Arkansas  
3 facility that reports to me, and, of  
4 course, all the structure below them.

5 Q. Okay. We had an affidavit  
6 produced to us in this case in connection  
7 with the allegations regarding personal  
8 jurisdiction, and it was an affidavit from  
9 someone named Michael Gidley.

10 A. Mike Gidley is a -- he's one of  
11 the new owners. Pontiac Coil was just  
12 recently -- the sole owner sold 70 percent  
13 of it to three other partners, and Mike is  
14 one of them, and he is legal counsel as  
15 well. He is a -- or I should say he's an  
16 attorney --

17 Q. All right.

18 A. -- by background.

19 Q. He signed it as an executive vice  
20 president of Pontiac Coil?

21 A. That's correct.

22 Q. All right. So would he be above  
23 or below you in the hierarchy?

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1           A.     He is above me. He is one of the  
2     four owners now. I report to one of the  
3     other owners.

4           Q.     What is your educational  
5     background?

6           A.     I have a bachelor's degree in  
7     industrial engineering from Western  
8     Michigan University.

9           Q.     Did you go any beyond the  
10    bachelor's?

11          A.     No.

12          Q.     Okay. And how long have you been  
13    employed at Pontiac Coil?

14          A.     12-and-a-half years.

15          Q.     Has your work history at Pontiac  
16    Coil always been in your current capacity,  
17    or has it changed over the years?

18          A.     It's changed. I -- I mean, I  
19    started in the plant management, operations  
20    management. I've -- but predominantly been  
21    on the operations and customer development  
22    side throughout my career.

23          Q.     All right. Give me an idea of

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1       how many employees Pontiac Coil has.

2               A.     Worldwide, close to 500. There's  
3       about 290 at our facility in Clarkston.  
4       There's about 80 at our facility in Searcy,  
5       Arkansas, and about 110 or so in our  
6       facility in Nottingham, England.

7               Q.     All right. Do your employees  
8       communicate by E-mail?

9               A.     At times.

10              Q.     Okay. Do you have an IT  
11       department?

12              A.     We have an IT person, yes.

13              Q.     Okay. What's his name?

14              A.     It's a her. Lynn Cytrone.

15              Q.     Spell the last time, best you  
16       can.

17              A.     C-Y-T-R-O-N-E.

18              Q.     And where is Lynn located?

19              A.     She's located in Clarkston.

20              Q.     If you had to describe her job  
21       duties, what would you say?

22              A.     She's responsible for the  
23       maintenance and the upkeep of the network



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1 and people's personal -- your laptop  
2 computers or office computers in the event  
3 that there's any software that needs to be  
4 loaded or fixed.

5 Q. Do you have a marketing  
6 department?

7 A. We have a sales -- have a  
8 salesperson. I wouldn't call it a  
9 marketing department.

10 Q. Okay. Who is that?

11 A. Actually, we're currently  
12 looking. We -- we have severed our  
13 relationship with our sales manager a  
14 couple of weeks ago.

15 Q. All right. Who was your former  
16 sales manager?

17 A. Jack Corley.

18 Q. Corley?

19 A. Corley, C-O-O -- C-O-R-L-E-Y.

20 Q. What caused you to sever your  
21 relationship?

22 A. Long-term -- just performance  
23 issues relative to accomplishing things, I

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1 guess. I didn't -- I didn't make that  
2 term- -- determination, so I'm not  
3 really...

4 Q. So for a global company of 500 or  
5 so employees, he would be the only  
6 salesperson?

7 A. He would be the only direct  
8 salesman, yes. We use sales  
9 representation.

10 Q. Okay. Explain what you mean by  
11 that.

12 A. We have a rep -- well, hired a  
13 rep firm in the local area that calls on  
14 some of our local customers. We have rep  
15 firms elsewhere in Dayton, and we have one  
16 in -- a couple -- one in Germany, one in  
17 England that calls on specific accounts.  
18 And we also, of course, check and our --  
19 with our -- through an internal person  
20 being formerly with Jack. We call on -- we  
21 have house accounts that are not  
22 commissioned representation.

23 Q. Longstanding accounts --

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1 A. Longstanding accounts, yes.

2 Q. -- that would be serviced?

3 Okay. And I didn't tell you this  
4 earlier, but in normal conversation, it's  
5 easy for you and I to talk over each  
6 other --

7 A. Right.

8 Q. -- and hopefully I'll hear what  
9 you're saying, but our court reporter needs  
10 to be able to take everything down. So  
11 it'll work best, and -- and probably you'll  
12 maybe give me a chance to fumble the  
13 question, if you'll let me finish first,  
14 and then you give me your response because,  
15 otherwise, it makes it very difficult for  
16 her.

17 A. Fine.

18 Q. Thank you.

19 Give me an idea of who the house  
20 accounts would be for Jack Corley?

21 A. Delphi; a company called Behr,  
22 B-E-H-R. Those were the two main -- Ogura,  
23 O-G-U-R-A. They're a Japanese subsupplier.

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1 I think those were the three main -- and  
2 Eaton.

3 Q. E-A-T-O-N?

4 A. Yes.

5 Q. Okay.

6 A. There was a lot of smaller ones,  
7 but those are the main ones.

8 Q. All right. Now, in this case,  
9 we've got another Defendant named Visteon?

10 A. Yes.

11 Q. Would Visteon be a house account,  
12 or would it be one that would be serviced  
13 by an outside rep?

14 A. We don't sell directly to  
15 Visteon.

16 Q. Okay. All right. Tell me -- and  
17 we'll go into detail a little bit more, but  
18 tell me how that arrangement works.

19 A. With Visteon or with --

20 Q. With Visteon.

21 A. We supply a product -- or  
22 supplied a product to a company called  
23 Admiral Tool and Manufacturing, and they, I

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1 believe, supplied to Visteon, whom, I  
2 believe, supplies it to Ford.

3 Q. All right. Where would Admiral  
4 Tool and Manufacturing fall in the sales  
5 hierarchy? Would that be an internal house  
6 account?

7 A. Admiral was a represented  
8 account.

9 Q. Represented by the firm in  
10 Dayton?

11 A. No. Turner & Associates, which  
12 is outside of Clarkston.

13 Q. And tell me what you mean by  
14 hiring an outside representative. Like,  
15 for example, in the case of Turner &  
16 Associates, what would they do?

17 A. They would call on various  
18 selected accounts to look for or try to  
19 procure additional sales or request for  
20 quotes from those particular companies that  
21 they are calling on.

22 Q. For existing customers?

23 A. It could be an existing customer.

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1 Q. Okay. What about in terms of  
2 generating new sales leads, how does that  
3 work?

4 A. If we get a sales lead that comes  
5 into the company and it's in either -- it  
6 -- it falls within the geographic broad  
7 location of our -- where we wouldn't be  
8 able to service it real well from our  
9 facility in Clarkston, then we would call  
10 up our representative and say, here, go  
11 into this account, we've gotten a lead,  
12 find out what it's about.

13 Q. Okay. Where would -- your sort  
14 of geographic area that you would serve  
15 direct, where would that boundary be?

16 A. It -- it kind of crosses over  
17 with Turner & Associates because they're  
18 also directed -- they were originally our  
19 sole source of representation, and as the  
20 company grew, then we kind of brought some  
21 in-house and left them to take some of the  
22 others and any new potentials that come up.  
23 We would make that decision on a

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1 case-by-case basis.

2 Q. All right. Do you divide the  
3 country up into geographic regions or --

4 A. No.

5 Q. So anything is open?

6 A. Pretty much.

7 Q. All right. And then presently  
8 you have Turner & Associates, and you have  
9 another firm in Dayton?

10 A. Dayton, Stork & Kelch.

11 Q. Are there any states that you've  
12 made a determination for whatever reason  
13 that you're not going to sell to?

14 A. No.

15 Q. Okay. And you said Turner is in  
16 Clarkston?

17 A. Yes.

18 Q. How many customers currently does  
19 Pontiac Coil service?

20 A. Worldwide, probably in the area  
21 of 20.

22 Q. So it's a relatively short list?

23 A. Yes.

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1 Q. Do you deal with the customers  
2 yourself?

3 A. I do, yes.

4 Q. All right. And in the case of  
5 Admiral Tool and Manufacturing, would you  
6 deal with them directly?

7 A. Yes, I do.

8 Q. What does Pontiac Coil do?

9 A. We're manufacturers -- design,  
10 engineering, and manufacturing of  
11 electromechanical devices, solenoids,  
12 actuators, that -- coil-related product,  
13 coil being defined as an electromagnetic  
14 coil, not a spring coil.

15 Q. An electrical winding that  
16 would be --

17 A. Yes.

18 Q. -- electrically actuated?

19 A. Yes.

20 Q. Okay. And what are the uses of  
21 the electromechanical coil products  
22 produced by Pontiac?

23 A. Various automotive and industrial



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1 applications, a wide variety, anywhere from  
2 a fuel injector -- or stator, fuel injector  
3 stator to an air-conditioning clutch coil  
4 to a brake transmission shift interlock.  
5 We also make coils for the hydraulic  
6 control systems both on -- any equipment  
7 that -- that uses hydraulic controls, our  
8 coils actuate the valves, and on mobile  
9 equipment like John Deere, Caterpillar,  
10 those type of things, earth-moving  
11 equipment where they're using hydraulic  
12 controls.

13 Q. Okay. You threw out a couple of  
14 specific heavy equipment manufacturer  
15 names.

16 A. Yes.

17 Q. When Pontiac Coil manufactures a  
18 component part, does it know ultimately  
19 where that part is going to go?

20 A. Sometimes; not all the time.

21 Q. Okay. And I guess specifically  
22 what I'm wondering is, you don't  
23 manufacture just an off-the-shelf item, do

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1       you, or do you?

2               A.     We have a -- we acquired a  
3       company called Liberty Controls about ten  
4       years ago that had what they called a  
5       standard catalog product, which were  
6       standard solenoids, and when we acquired  
7       the company for other reasons, it came  
8       along with that standard catalog product.  
9       So we still manufacture that catalog  
10      product in our Alaska facility, but  
11      everything else is custom designed for a  
12      specific customer.

13              Q.     And the catalog product that  
14      you're talking about, what is that  
15      specifically?

16              A.     Just small -- it's a catalog of  
17      the actuators and solenoids that we  
18      manufacture. It's standard sizes or a  
19      range -- product family ranges of sizes.

20              Q.     The solenoid that's used in the  
21      brake transmission shift interlock that you  
22      mentioned earlier, is that a catalog item,  
23      or is that --

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1 A. No.

2 Q. -- specific design?

3 A. Specific design.

4 Q. And you said awhile ago that it  
5 was specifically designed for a --

6 A. A specific customer or  
7 application. In most cases, it's both.  
8 It's a customer's application that --

9 Q. And in the case of a brake  
10 transmission shift interlock, you  
11 ultimately know where that is going to go?

12 A. In most cases, yes.

13 Q. All right. In the circumstance  
14 where a solenoid is sold to Admiral Tool  
15 and Manufacturing, you ultimately know  
16 that's going to wind up in a Ford vehicle?

17 A. Yes.

18 Q. And how do you know that?

19 A. Oftentimes when we get the  
20 request for quote for a new program, we'll  
21 be given the platform and, thus, the  
22 vehicle platform that it would be used on,  
23 or platforms. Most often it's multiple

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1 platforms with vines related so we know  
2 what type of vines we're quoting to based  
3 on the projections of that -- that  
4 vehicle's sale, and often -- well, that's  
5 -- I mean, that's pretty much the only  
6 direct -- or not direct, but the only  
7 communication we would have of where the  
8 product is going.

9 Q. All right. And when you receive  
10 the -- the statistics regarding volume and  
11 platform, you would receive that from the  
12 automaker?

13 A. We would receive that from  
14 Admiral.

15 Q. From Admiral?

16 A. Yes.

17 Q. Who else does Admiral sell to?

18 A. I don't know.

19 Q. You don't know if they sell to GM  
20 or --

21 A. I don't know.

22 Q. -- a foreign country?

23 A. On this particular product -- or

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1 in this -- with this particular customer,  
2 it's the only product we sold to. There  
3 are a couple of product -- family of  
4 product, and whether they have other  
5 customers, I don't know that.

6 Q. Okay. Well, for this particular  
7 product, this solenoid that's used in the  
8 brake transmission shift interlock, when  
9 you sold it to Admiral, you knew it was  
10 going to go into a Ford vehicle?

11 A. Ultimately, yes.

12 Q. All right. Because you had  
13 received sales volume and platform  
14 information?

15 A. And in some cases, and quite  
16 possibly this particular case, it was  
17 specifications -- broad specifications were  
18 passed down from ultimately Ford Motor  
19 Company through the supply chain to us of  
20 what specific -- or I wouldn't say  
21 specific -- what general boundaries or  
22 guidelines the product had to be designed  
23 to operate in.

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1 Q. Okay.

2 A. Temperatures, voltage, ranges,  
3 those type of things. And we were then,  
4 you know, requested to design a product to  
5 meet within those general specs. It's more  
6 often referred to as a black box design.

7 Q. Let's talk about that for just a  
8 second, because when I hear you say things  
9 like operating range and temperature,  
10 that's sort of the operating environment?

11 A. Yes.

12 Q. Did you also get, though, some  
13 more specific guidelines in terms of  
14 overall size?

15 A. Sometimes we're given a general  
16 package size which we have to fit within.  
17 I mean, there's only so much room within a  
18 vehicle and...

19 Q. Right. Would you be given  
20 parameters for, say, electrical connectors?

21 A. Often.

22 Q. Okay. And a barrel-type fuse as  
23 opposed to a three-pin connector?

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1           A.     A lot of times, because the  
2     vehicle harness is dictating what  
3     interconnect system, that that  
4     information's in the specification.

5           Q.     So the -- the product, when it is  
6     designed, would be designed to work with a  
7     particular vehicle electrical system?

8           A.     Work within a particular  
9     interconnect electrical system. Whether  
10    it's common to many vehicles, I don't know,  
11    though.

12          Q.     Okay.

13          A.     So I don't know that it's vehicle  
14    specific at that time.

15          Q.     I understand. But in this case,  
16    since you knew it was going to a Ford  
17    vehicle, you knew it was going to work with  
18    their electrical system?

19          A.     Yes.

20          Q.     What documents have you reviewed  
21    in preparation for today's deposition?

22          A.     I reviewed Mike Gidley's  
23    affidavit and just general knowledge from

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1 back -- you know, I mean, being around when  
2 we launched this program, I mean, I know of  
3 the program, I know of the product, and I  
4 know the customers, so...

5 Q. Okay. You said you knew of the  
6 program, the product, and the customer?

7 A. That being Admiral.

8 Q. All right. And then the program?

9 A. Just that -- this particular  
10 product program. I mean, you know, it's --  
11 we -- there were two products that we  
12 provided for Admiral right around the same  
13 time, two BTSI products for two different  
14 type products for six -- for both BTSI's,  
15 but for different vehicle platforms, which  
16 had different designs.

17 MR. BALD: Ken, I'm not sure if  
18 you're doing it, but I was going to say  
19 make sure Mike gets to ask his whole  
20 question.

21 THE WITNESS: Okay.

22 MR. BALD: I'm not sure if you  
23 cut him off there or not.



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1 THE WITNESS: Did I? I'm sorry.

2 Q. (BY MR. ANDREWS) You did fine.

3 Just for the purposes of the court  
4 reporter, though, BTSI is B-T-S-I? That's,  
5 as I understand it, short for brake  
6 transmission shift interlock?

7 A. That's correct.

8 Q. Okay. Now, going back to what  
9 you said, the product program and the  
10 customer, and you said you're familiar with  
11 this product program because at the time  
12 that it was phased in, two different maybe  
13 overall types of BTSI's were produced for  
14 Admiral?

15 A. That's correct.

16 Q. And explain that a little bit  
17 more. What do you mean by that?

18 A. Well, there were -- Admiral was  
19 producing within a similar -- maybe within  
20 a year or two of each other -- two  
21 different column application -- your column  
22 requirements that had different BTSI or  
23 brake transmission shift requirements, one

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1       being a -- I believe it was a U-52, and the  
2       one being a U-20 -- 222. Those were the  
3       platform names or the product type general  
4       names that it was referred to by -- you  
5       know, by Admiral to us, which had  
6       dissimilar designs, both brake transmission  
7       shift interlocks, but had different  
8       designs, different interconnects. One had  
9       a switch on it, the other didn't, you know,  
10      in the wiring harness, that type of a  
11      differentiation.

12           Q.     Did -- so did you understand that  
13      was for two different vehicle platforms?

14           A.     Yes.

15           Q.     Okay. And on the U-52 platform,  
16      which vehicles did that include?

17           A.     I -- I don't know that.

18           Q.     That's not something that you  
19      would have received?

20           A.     I mean, at the time, I could've  
21      tracked it back, but at the -- most often,  
22      they're given those code names in -- you  
23      know, they're early in the program, so I

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1 wouldn't know what --

2 Q. Okay. So early in the program if  
3 you're given just a -- some sort of generic  
4 U-52, for example, you might not know which  
5 vehicle --

6 A. That's correct.

7 Q. -- is involved?

8 Later on in the production cycle,  
9 though, isn't it true that you learned  
10 which vehicles those products were used on?

11 A. Yes.

12 Q. All right. And in this case, at  
13 some point, you would've learned that the  
14 brake transmission shift interlock was  
15 actually being used in Explorers and  
16 Mountaineers?

17 MR. BALD: Just real quickly,  
18 if -- if there's anything that you've  
19 learned by virtue of our conversations,  
20 that's privileged. Otherwise, if you've  
21 learned it from other sources, you can go  
22 ahead and answer his question.

23 MR. MCGIBONEY: Object to the

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1 form.

2 Q. (BY MR. ANDREWS) They obviously  
3 don't like that, so go ahead.

4 A. Well, yeah, I mean, I --  
5 I -- I can tell you that I personally don't  
6 track those things that closely. It's not  
7 to say that we -- you know, that there  
8 aren't other people that could find that  
9 out. From where I -- from my vantage point  
10 or from my responsibilities, it was  
11 immaterial to me what vehicles it went on.  
12 So I didn't spend much time digesting or  
13 retaining that information.

14 Q. I understand. But your testimony  
15 is that at some level in the company, that  
16 knowledge would have been available that  
17 these products are used on, for example, in  
18 this case, Mountaineers and Explorers?

19 A. I -- I -- I don't know that. I  
20 mean, I think that would be available.  
21 Whether anybody took the time to find that  
22 out, I don't know that.

23 Q. Who else at Pontiac should I ask

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1 for that information?

2 And let me just -- let me just  
3 withdraw that question and just phrase it  
4 this way: Would there be documents in  
5 existence at Pontiac that would include  
6 that information?

7 A. No.

8 Q. Okay. How is it that the company  
9 would know that?

10 A. General information, I don't  
11 know. Whether it's an automotive news or a  
12 -- you know, a tie-in -- I mean, the  
13 platforms eventually get names, and I'm  
14 sure there's public documentation out there  
15 which would link the two. I don't know  
16 that. I mean, I'm assuming that.

17 Q. Was -- since Admiral was not a  
18 house account but instead was one that was  
19 serviced by Turner & Associates, how did  
20 that business first come about with  
21 Admiral?

22 A. I -- I don't know the origin of  
23 how the original contact was made.

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1           Q.     All right. Is the -- is the  
2     brake transmission shift interlock solenoid  
3     business with Admiral, is that on a  
4     per-contract basis, or is it a low-bidder  
5     job, or how does that come about?

6           A.     We -- I mean, I -- I don't know  
7     that as well. We were given a request for  
8     quote to design -- or to quote a product to  
9     fit this general application. We supplied  
10    the bid and was awarded the job. So I  
11    don't know how -- what criteria that used  
12    for determining that.

13          Q.     So way back at the bid stage, you  
14    would've had to know things like volume?

15          A.     Right.

16          Q.     Because that will affect the bid  
17    price and also the production capability?

18          A.     That's correct.

19          Q.     Right. Give me an idea of the  
20    production volume for the solenoid in this  
21    case.

22          A.     Oh, I don't know that I recall  
23    that. I -- I would be guessing, and I'm

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1 going to say in the couple hundred thousand  
2 units a year range.

3 Q. For how many years?

4 A. Could've been three, could've  
5 been five, depending on whatever length of  
6 contract our customer was given from their  
7 customer.

8 Q. So if we're looking at a couple  
9 of hundred thousand a year for three to  
10 five years, we're talking about 600,000 to  
11 a million units?

12 MR. BALD: Object to the form of  
13 the question.

14 Q. (BY MR. ANDREWS) Is that  
15 correct?

16 MR. MCGIBONEY: Object to the  
17 form.

18 Q. (BY MR. ANDREWS) As best you can  
19 answer.

20 A. I mean, I guess doing the math,  
21 yeah, that would make sense.

22 Q. And what is your understanding  
23 and purpose of the brake transmission shift

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1 interlock?

2 A. It is a device that inhibits the  
3 driver from getting the car out of park  
4 without their foot on the brake.

5 Q. Do you know why that vehicle is  
6 -- why that product is included in  
7 passenger vehicles?

8 A. I understand there was some  
9 lawsuits back in the early '80s with Audi  
10 that spawned this industry for us -- or  
11 this product. They have cars getting out  
12 of park without people having their foot on  
13 the brake.

14 MR. MCGIBONEY: Object to the  
15 form.

16 Q. (BY MR. ANDREWS) So do you  
17 understand, then, that there is a safety  
18 implication involved in the product?

19 MR. BALD: Object to the form.

20 MR. MCGIBONEY: Object to the  
21 form.

22 Q. (BY MR. ANDREWS) There is  
23 nothing wrong with that. You can answer.



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1 MR. MCGIBONEY: Same objection.

2 Q. (BY MR. ANDREWS) Go ahead.

3 A. I guess, yes, I understand that  
4 if a vehicle got out of park by any means  
5 that wasn't controlled by the driver, that  
6 there's a safety implication.

7 Q. Right. And as you said, the  
8 brake transmission shift interlock is the  
9 means by which the vehicle is prevented  
10 from being removed from park without the  
11 pressing of the brake?

12 MR. BALD: Object to the form of  
13 the question.

14 MR. MCGIBONEY: Same objection.

15 A. Yes.

16 Q. (BY MR. ANDREWS) All right.  
17 Where is Jack Corley located today?

18 A. I believe in Birmingham. I'm  
19 sorry. In Birmingham, Michigan.

20 Q. All right. Do you know where  
21 he's employed?

22 A. I don't know that he is employed.  
23 This isn't recent.

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1 Q. Do you know why you would've been  
2 selected to come today as opposed to  
3 Mr. Gidley?

4 A. Mr. Gidley's tenure is rather  
5 short. I have more company product and  
6 customer background and knowledge than he  
7 would.

8 Q. How long has he been there?

9 A. Since November.

10 Q. What part of November?

11 A. Late November, early December.

12 Q. Possibly --

13 A. After Thanksgiving time frame.

14 Q. Okay. So when he gave an  
15 affidavit on the 19th of December, he had  
16 been there for maybe not quite a month?

17 A. I believe so, yeah.

18 Q. Who are some of the auto  
19 manufacturers that utilize BTSI component  
20 parts manufactured by Pontiac Coil?

21 MR. BALD: Object to the form of  
22 the question. Assumes facts not in  
23 evidence.

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1 A. I -- the vehicle manufacturers?

2 Q. (BY MR. ANDREWS) Yes.

3 A. Can you restate the question?

4 Q. Yes, sir. Well -- and to break  
5 it down a little bit, when you gave the bid  
6 for the solenoid in this case, you knew it  
7 was ultimately going to wind up in a Ford  
8 vehicle? We've established that already?

9 A. (Witness nods head  
10 affirmatively.)

11 MR. BALD: Object to the form.

12 Q. (BY MR. ANDREWS) Okay. So you  
13 knew that the parts --

14 MR. BALD: Let me -- I'm not sure  
15 that was his testimony. At the time of the  
16 bid process.

17 THE WITNESS: Right.

18 Q. (BY MR. ANDREWS) At the time of  
19 the -- well, at the time of the bid  
20 process, weren't you given volume?

21 A. We were given volume. I don't  
22 know that we were given platforms.

23 Q. Okay. But you knew it was a

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1 Ford?

2 A. I don't know that -- that that's  
3 true.

4 Q. All right. At some point prior  
5 to production, would you have known it was  
6 a Ford vehicle?

7 A. Possibly.

8 Q. Okay. But definitely at some  
9 point during production, you learned that  
10 it's a Ford vehicle that this part is used  
11 in?

12 A. Yes.

13 Q. Okay. Now, other than Ford, are  
14 there other vehicle manufacturers that  
15 utilize component parts manufactured by  
16 Pontiac Coil?

17 A. Yes.

18 Q. Who are they?

19 A. Our products go on Chryslers, go  
20 on General Motors vehicles, go on Honda  
21 vehicles, ultimately -- GM, Chrysler --  
22 Audis. I think that's pretty much all of  
23 it. That's pretty much all of it.

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1 Q. Okay. The Ogura company --

2 A. Yes.

3 Q. -- what manufacturers do they  
4 sell to?

5 A. They sell to Delphi, and they  
6 sell to Visteon, to my knowledge. I don't  
7 know -- at least our products go through  
8 them to those customers. I don't know what  
9 other manufacturers they would sell to.

10 Q. You don't know where it goes  
11 downstream from there?

12 A. On our product, I do. I don't  
13 know what other customers they have.

14 Q. I understand. Specifically  
15 restricting your answer to your products,  
16 though --

17 A. Uh-huh.

18 Q. -- are there any Japanese  
19 manufacturers that utilize your component  
20 products?

21 A. Honda.

22 Q. Anyone else?

23 A. I think that's it.

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1 Q. Okay. Do you know if Pontiac  
2 Coil parts are utilized in Hyundai  
3 vehicles?

4 A. I don't know that.

5 Q. In terms of advertising done by  
6 Pontiac Coil, tell me what sort of  
7 advertising is done.

8 A. Pontiac Coil doesn't do any  
9 advertising.

10 Q. You are aware the company  
11 maintains a website?

12 A. Yes.

13 Q. All right. Who -- who maintains  
14 the website for you?

15 A. It was Jack Corley and our IT  
16 department. Mostly through Jack, I think,  
17 the content, and then maybe an outside  
18 service. I don't know that it goes through  
19 our IT department.

20 Q. And Jack was the --

21 A. Sales manager.

22 Q. -- sales manager?

23 A. Yes.

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1 Q. What was the purpose of the  
2 website then?

3 A. For an understanding of anyone  
4 looking to find out about Pontiac Coil,  
5 what type of products we make.

6 Q. Used as an advertisement?

7 MR. BALD: Object to the form.

8 MR. MCGIBONEY: Object to the  
9 form.

10 A. I guess, in a broad sense, yes.

11 Q. (BY MR. ANDREWS) Okay. And that  
12 was maintained in-house there at Pontiac  
13 Coil?

14 A. It -- I think it was a third  
15 party. I mean, we -- once every few years,  
16 we would give an update to that third  
17 party, and they would make the additions,  
18 corrections, changes, whatever to the  
19 website. It was not an active -- you know,  
20 where we change it daily or --

21 Q. Who was that third-party company?

22 A. I don't know that.

23 Q. Would Jack know that?

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1 A. Jack would've known it, yes.

2 Q. Okay. Have you ever seen  
3 statistics regarding website activity for  
4 the Pontiac Coil website?

5 A. No.

6 Q. Do you know if Jack would have  
7 that information?

8 A. Possibly. I don't know that.

9 Q. So you don't know in terms of the  
10 number of hits --

11 A. No.

12 Q. -- per day or by region or state?

13 A. No.

14 Q. So you're not the person to  
15 answer those questions?

16 A. That's correct.

17 Q. As far as you know, that would be  
18 Jack?

19 A. That's correct.

20 Q. Would there be anyone else at  
21 Pontiac Coil that would be in a better  
22 position?

23 A. I -- no. I don't believe so.



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1 Q. Okay. Has Pontiac Coil ever  
2 produced a catalog?

3 A. I believe we've put our name on  
4 the catalog that we purchased for standard  
5 products when we bought Liberty Control. I  
6 think we just took their logo off and put  
7 ours on.

8 Q. And that make sense because you  
9 just continued to manufacture those  
10 products, correct?

11 A. That's correct.

12 Q. Okay. Where would that catalog  
13 be sent?

14 A. I don't know that it -- it got  
15 sent anywhere. If a salesperson was into  
16 an account that might request that, they  
17 would hand it to them, but there was not  
18 any mass mailings or any distribution. We  
19 don't print catalogs and distribute them or  
20 mail them.

21 Q. Does Pontiac Coil ever  
22 participate in trade shows?

23 A. No.

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1 Q. Okay. Now, in terms of warranty  
2 work, if there were a claim that came into  
3 Pontiac Coil from, in this case, Visteon  
4 regarding some sort of warranty work -- has  
5 that ever happened?

6 A. We wouldn't get a warranty claim  
7 back from Visteon in this case.

8 Q. Where would you get a warranty  
9 from?

10 A. We would get it from Admiral, if  
11 there was one.

12 Q. Okay.

13 A. They are our customer.

14 Q. All right. So if, ultimately, a  
15 warranty claim arose out in the field in a  
16 Ford vehicle, then that would go back up  
17 the chain through Visteon, to Admiral, back  
18 to Pontiac?

19 A. That's correct.

20 MR. BALD: Object to the form of  
21 the question.

22 A. I would assume so. I believe  
23 that's the chain. I don't --

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1 Q. (BY MR. ANDREWS) Are you aware  
2 of warranty claims involving Pontiac Coil  
3 products?

4 A. Yes.

5 Q. Specifically involving brake  
6 transmission shift interlock solenoids?

7 A. Over the past 12 years, yes.

8 Q. All right. Give me an idea of  
9 some of the warranty claims that Pontiac  
10 Coil has dealt with in brake transmission  
11 shift interlock solenoids.

12 A. We've had an occasion here or  
13 there where a -- on a -- or on a floor  
14 shifter, when the -- when the product came  
15 back to us and we analyzed the -- or, you  
16 know, did our analysis of the cause of the  
17 failure, oftentimes there isn't a problem  
18 with the -- with the part when it comes  
19 back to us. So just because it's a  
20 warranty claim coming through the system  
21 back to Pontiac Coil does not necessarily  
22 mean it's a defective part, okay? It  
23 could've been other components within the

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1 system that it was taken off the vehicle  
2 for, and no trouble identified is a pretty  
3 common analysis of a -- of a part when it  
4 comes to warranty claim. On occasion,  
5 we've had one or two that may have come  
6 back from a shifter manufacturer, floor  
7 shifter that had Coke or sticky  
8 contaminants in it that caused the failure.

9 Q. Which would just impede the  
10 operation of the -- the movement of the  
11 solenoid?

12 A. That's correct.

13 Q. Okay. And the solenoid is a  
14 component part that is integrated into the  
15 brake transmission shift interlock?

16 A. Yes.

17 MR. MCGIBONEY: Object to the  
18 form.

19 A. In some cases.

20 Q. (BY MR. ANDREWS) In this case  
21 specifically? I mean, did -- Pontiac did  
22 not manufacture the entire brake  
23 transmission shift interlock, did you?

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1           A.     We manufactured the solenoid that  
2     connected to other components, which causes  
3     the shifter from being inhibited.

4           Q.     So in this case, if -- if a  
5     warranty claim arose in the field from  
6     Ford, traveled back up ultimately to  
7     Pontiac, what part would you be testing  
8     specifically?

9           A.     Just the solenoid.

10          Q.     I'm just making sure that I  
11     understand what you were saying awhile ago,  
12     that if a -- if a complaint arose regarding  
13     the operation of the shift interlock, you  
14     would not be looking at the overall shift  
15     interlock system; you would only be looking  
16     at the solenoid?

17                 MR. BALD:   Object to the form.

18          A.     I believe we've done both.   We  
19     request to be a part of the disassembly and  
20     see how it integrates into the system  
21     because oftentimes there could be evidence  
22     there to indicate what the cause of the  
23     failure was, not necessarily with our

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1 solenoid or not.

2 Q. (BY MR. ANDREWS) Are you aware  
3 of warranty claims involving the solenoid  
4 utilized in the vehicle in this case?

5 A. I'm not aware of any.

6 Q. All right. Were you involved in  
7 the investigation into the Earlywine case  
8 in California?

9 A. No, sir.

10 Q. Were you aware of that case at  
11 all?

12 A. No. (Witness shakes head  
13 negatively.)

14 Q. All right. Have you read any  
15 depositions or anything in this case?

16 A. No, I have not.

17 Q. Okay. In the deposition of the  
18 corporate rep from Ford in this case, we  
19 learned about at least one other similar  
20 incident, and it's arguable at this point  
21 whether or not Ford will agree to the  
22 similarity, but ultimately we've been told  
23 that there was a wiring issue that impeded

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1 the operation of the solenoid. Is it your  
2 testimony you weren't aware of that  
3 incident?

4 A. That's correct.

5 MR. MCGIBONEY: Object to the  
6 form.

7 Q. (BY MR. ANDREWS) Okay. Did you  
8 know the Pontiac Coil website is accessible  
9 from customers in Alabama?

10 A. I would assume it's available to  
11 anybody worldwide.

12 Q. Including people in Alabama?

13 A. Yes.

14 Q. I'm sorry?

15 A. Yes.

16 MR. ANDREWS: Let's take a quick  
17 break.

18 THE VIDEOGRAPHER: We're going  
19 off the record at 9:43 a.m.

20 (Break taken.)

21 THE VIDEOGRAPHER: We are back on  
22 the record at 9:50 a.m.

23 Q. (BY MR. ANDREWS) Mr. George,

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1 when did you come down to Alabama?

2 A. Yesterday afternoon.

3 Q. Well, I'm going to do my best to  
4 get you out of here soon, okay?

5 A. Yesterday after -- no, I'm sorry,  
6 Wednesday afternoon. What's today, Friday?  
7 Wednesday evening. Wednesday evening.

8 Q. So yesterday you worked with the  
9 lawyer to prepare for today?

10 A. I spoke with him, yes.

11 Q. All right. Is it your  
12 testimony -- and I want to be sure that I  
13 understand it -- that as far as you know,  
14 Pontiac Coil did not deal directly with  
15 Ford?

16 A. That's correct.

17 MR. BALD: Object to the form.

18 I'm just not sure what you mean by the term  
19 "deal."

20 Q. (BY MR. ANDREWS) Well, let's  
21 broaden that term up, then. Since your  
22 lawyer apparently wants to massage it a  
23 little bit, let's -- let's broaden that up.



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1 MR. BALD: I don't want to  
2 message it. I want to make sure it's a  
3 precise question.

4 Q. (BY MR. ANDREWS) Okay. Well, in  
5 as broad a sense as you'd like to use the  
6 word, in dealings with Ford Motor Company,  
7 did Pontiac Coil have direct interaction  
8 with Ford Motor Company regarding  
9 solenoids?

10 A. To the best of my knowledge, no.

11 Q. Is there anyone else at Pontiac  
12 Coil that would have more information than  
13 you regarding interaction with Ford Motor  
14 Company?

15 A. I don't know that.

16 Q. If you had to tell me somebody to  
17 talk to, who would that be?

18 A. I don't know of anybody that  
19 would have other information.

20 Q. All right. Would Mr. Corley  
21 maybe have that information?

22 A. I don't know that.

23 Q. Would he deal directly with Ford?

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1           A.     I don't believe so. I don't know  
2     that.

3           Q.     As far as you know, would Turner  
4     & Associates or the other company in Dayton  
5     deal directly with automobile  
6     manufacturers?

7           A.     As far as I know, no.

8           Q.     As far as you know, has Pontiac  
9     Coil ever been sued in the State of  
10    Alabama?

11          A.     As far as I know, no.

12          Q.     As far as you know, has Pontiac  
13    Coil been sued for allegations regarding  
14    either operational or manufacturing defects  
15    in solenoid assemblies?

16          A.     To my knowledge, we've never been  
17    sued.

18          Q.     This is the first lawsuit?

19          A.     That's correct.

20                 MR. ANDREWS: Do you have any  
21    questions, Brad?

22                 MR. MCGIBONEY: Are you done?

23                 MR. ANDREWS: For now.

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1 MR. MCGIBONEY: I don't have any  
2 questions.

3 MR. ANDREWS: Irene?

4 MS. BLOMENKAMP: No.

5 MR. BALD: Just a couple of  
6 things to clarify.

7  
8 EXAMINATION BY MR. BALD:

9 Q. Mr. Andrews asked you some  
10 questions earlier about Mike Gidley, and he  
11 referred to Mr. Gidley's affidavit. Have  
12 you reviewed Mr. Gidley's affidavit?

13 A. Yes, I have.

14 Q. Okay. Do you agree with  
15 everything that is stated in his affidavit?

16 A. Yes, I do.

17 Q. Okay. And just to be clear,  
18 Pontiac Coil does not make brake  
19 transmission system interlocks?

20 A. That's correct.

21 Q. Okay. We just make the solenoids  
22 that are incorporated into them?

23 A. That's also correct.

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1           Q.     Mr. Andrews asked you some  
2     questions about warranty work and warranty  
3     claims. Are you aware of any warranty  
4     claims that involve this product that we're  
5     here about today?

6           A.     None whatsoever.

7           Q.     Okay. If a customer, say an  
8     individual in Alabama, wanted to purchase a  
9     solenoid from Pontiac Coil, could they do  
10    that?

11          A.     No.

12          Q.     And describe for me why that is.

13          A.     We don't sell on the direct  
14    market to anybody any of our products, and  
15    in specific applications such as this or 95  
16    percent of the product we make, we provide  
17    them to our customer whom would be, you  
18    know, an air-conditioning clutch coil or a  
19    -- or a shifter assembly or column assembly  
20    manufacturer. They have the sole right to  
21    buy that from us. We're not allowed to  
22    sell it to anybody else. So it would have  
23    to go through them. The equipment, the

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1 tooling, all of that is owned by them. The  
2 purchase orders come through them, and we  
3 are, I guess, effectively not allowed to  
4 sell to anybody else --

5 Q. Okay.

6 A. -- their product.

7 Q. And Mr. Andrews asked you some  
8 questions about automakers, and you  
9 testified that there is a number of  
10 automakers to your knowledge that use  
11 Pontiac Coil products?

12 A. That our products end up on, yes.

13 Q. And that's what I was getting at.

14 A. Yes.

15 Q. Do we sell -- does Pontiac Coil  
16 sell directly to an auto manufacturer?

17 A. In no cases do we sell -- we are  
18 currently working with General Motors on a  
19 new development program, which would be our  
20 first, quote, tier one, unquote,  
21 application where we'd work directly with  
22 an OEM.

23 Q. But as we sit here today, that

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1 has never happened?

2 A. That's correct.

3 Q. On the website, it's my  
4 understanding from some things that have  
5 been filed in the case, there is a link  
6 that you can click on on the website that  
7 will take you to a distributor?

8 A. Yes.

9 Q. Who -- who is that?

10 A. Digi-Key.

11 Q. And what is -- who is Digi-Key?

12 A. Digi-Key is a -- I guess I'd call  
13 them a catalog or a distributor of a  
14 variety of products similar to a  
15 McMaster-Carr or a -- you know, it's a --  
16 it's a catalog which some companies have  
17 that would have a variety of, you know,  
18 thousands of different products and  
19 different manufacturers.

20 Q. What is their relationship to  
21 Pontiac Coil?

22 A. We sell our standard products to  
23 Digi-Key, our standard products being that

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1 catalog that -- set of products that we  
2 purchased, we sell that to Digi-Key for  
3 distribution to individuals and/or  
4 companies.

5 Q. Is Digi-Key in any way affiliated  
6 with Pontiac Coil?

7 A. Not at all. We have a  
8 contractual relationship to sell through  
9 them and them only.

10 Q. Are they an independent company?

11 A. I believe so.

12 Q. Okay.

13 A. They're not affiliated with us or  
14 related to us, if that's what you mean.

15 Q. Okay. Okay. Where are Pontiac  
16 Coil's existing facilities?

17 A. We have the manufacturing and --  
18 facility and headquarters in Clarkston,  
19 Michigan. We have a manufacturing facility  
20 in Searcy, Arkansas, and we have a complete  
21 operation in Nottingham, England.

22 MR. BALD: That's all the  
23 questions I have.

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1

2 RE-EXAMINATION BY MR. ANDREWS:

3 Q. Going back and actually following  
4 up what you and I talked about earlier and  
5 what you've just talked about with your  
6 lawyer, you gave me a list early on of  
7 outside companies, including Delphi and  
8 Behr and Eaton. You remember that?

9 A. Uh-huh.

10 Q. Okay. Have you looked at the  
11 Pontiac Coil website?

12 A. Not recently.

13 Q. All right. Well -- and we can  
14 attach it if we need to. Do you remember  
15 seeing a list of those outside companies on  
16 the website?

17 A. No. That one, I don't. I  
18 don't -- I don't monitor our website. I  
19 don't look at our website. I really have  
20 not -- that was handled through our sales  
21 departments. Off record? Do you have a  
22 paper clip that's fine over kill.

23 (Whereupon, Exhibit No.



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1                   Plaintiff's was marked for  
2                   identification.)

3           Q.     (BY MR. ANDREWS) Let me show you  
4     what I've marked as Exhibit 1. Just take a  
5     second. Do you recognize what that  
6     document is?

7           A.     It appears to be a screen shot of  
8     our website.

9           Q.     And, specifically, it's a screen  
10    shot that is entitled what?

11          A.     Directing movement.

12          Q.     What does that mean?

13          A.     That is our -- I guess our tag  
14    line for the type of products we -- or what  
15    our concept of the type of environment we  
16    live in. I mean, Pontiac Coil directs  
17    movement with our products --

18          Q.     Okay.

19          A.     -- in all varieties,  
20    shapes, and --

21          Q.     And those products would be  
22    directed to those people that are on that  
23    list?

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1 A. Not necessarily.

2 Q. Okay. Because that list includes  
3 Delphi and Behr and Eaton, but it also  
4 includes Ford Motor Company, doesn't it?

5 A. Uh-huh.

6 Q. I'm sorry?

7 A. Yes.

8 Q. And a second ago when your lawyer  
9 asked you this question about Digi-Key, and  
10 you said that that's just an arrangement by  
11 which the standard product catalog items  
12 are shared with Digi-Key or licensed  
13 exclusively to Digi-Key's, correct?

14 A. I didn't say licensed. I don't  
15 know the arrangement. I do know that they  
16 are the sole distributor for us for that  
17 product. I mean, we have this standard  
18 product we sell to them, to them only.  
19 They take care of the individual customers,  
20 onesy, twosies that want to buy product  
21 from us.

22 Q. For the standard product?

23 A. For the standard product.

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1 Q. Okay. But we've established in  
2 this case we aren't dealing with standard  
3 product?

4 A. That's correct.

5 Q. We're dealing with a product  
6 that's manufactured for a specific use for  
7 a specific customer?

8 A. That's correct.

9 Q. If Pontiac Coil is, in this case,  
10 trying to distance itself from Ford Motor  
11 Company, why would Ford be listed on  
12 Pontiac Coil's website?

13 MR. BALD: Object to the form of  
14 the question.

15 MR. MCGIBONEY: Object to the  
16 form.

17 A. These are end-use customers for  
18 our products. That's what I perceive from  
19 this. I didn't create this. I  
20 don't -- I don't understand -- you know, I  
21 don't know what determination was used to  
22 list these customers.

23 Q. Mr. Corley would be the one to

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1 talk to?

2 A. I would think he would have that  
3 answer. I don't know that.

4 MR. ANDREWS: All right. Do you  
5 have anything else?

6

7 RE-EXAMINATION BY MR. BALD:

8 Q. Just looking at Exhibit 1, this  
9 is the website screen shot, directing  
10 movement, it doesn't identify these various  
11 entities as customers, does it?

12 A. No, it doesn't.

13 Q. Okay. It simply states directing  
14 movement forward, colon, and then it lists  
15 a number of different entities, correct?

16 A. That's correct.

17 Q. That is Eaton, Delphi, Ford, and  
18 Behr, and a number of others, correct?

19 A. That's correct.

20 Q. And you've already testified that  
21 you are aware that for this specific  
22 product we're here to talk about today, the  
23 solenoid, that inevitably and eventually,

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1       that solenoid would pass its way through  
2       Admiral, Visteon, and eventually to Ford?

3               A.       That's correct.

4               MR. BALD:   Okay.   That's all the  
5       questions I have.

6               THE VIDEOGRAPHER:   Does anyone  
7       have any further questions?

8               All right.   This is the end of  
9       tape number one and concludes the video  
10      deposition of Ken George taken on February  
11      29, 2008.   We're going off the record at  
12      10:03 a.m.

13

14              (THE DEPOSITION CONCLUDED AT 10:03 A.M.)

15

16

17

18

19

20

21

22

23

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1 CERTIFICATE

2 STATE OF ALABAMA )

3

4 COUNTY OF JEFFERSON )

5

6 I hereby certify that the above and  
7 foregoing deposition was taken down by me  
8 in stenotype and the questions and answers  
9 thereto were transcribed by means of  
10 computer-aided transcription, and that the  
11 foregoing represents a true and correct  
12 transcript of the testimony given by and  
13 witness upon said hearing.

14 I further certify that I am neither  
15 of counsel, nor kin to the parties to the  
16 action, nor am I in anyway interested in  
17 the result of said cause named in said  
18 caption.

19

20

21

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Bridget Stacey McClain

22

Certified Court Reporter

23

ACCR #56 - Expires 9/30/08

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## directing **movement**



for:

*Ada Technology, Incorporated*

*American Axle & Manufacturing*

*Behr America*

*Borg Warner*

*Cummins Engine Company*

*DaimlerChrysler Corporation*

*Delphi*

*Dura Automotive*

*Eaton*

*Ficosa International*

*Ford Motor Company*

*General Motors Corporation*

*GHSP*

*Numatics, Inc.*

*Owens Illinois*

*Paulstra*

*Robert Bosch Company*

*Teleflex Automotive*

**PLAINTIFF'S  
EXHIBIT**

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*ZF Lemforder*

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